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CONTRACT

Montville Township Board of Education
BOARD OF EDUCATION OF THE TOWNSHIP OF MONTVILLE

And

MONTVILLE TOWNSHIP EDUCATIONAL SECRETARIES ASSOCIATION

1981-1982

X 1982-1983

LIBRARY
Institute of Management and
Labor Relations

FEB 1983

RUTGERS UNIVERSITY

CONTRACT

THIS AGREEMENT made and entered into this 17th day
of November, 1981, between the BOARD OF EDUCATION OF THE TOWNSHIP
OF MONTVILLE, COUNTY OF MORRIS, AND STATE OF NEW JERSEY, a public corporation of
the State of New Jersey, hereinafter referred to as the "Board", and the MONTVILLE
TOWNSHIP EDUCATIONAL SECRETARIES ASSOCIATION, a public employee association of the
State of New Jersey, hereinafter referred to as the "Association."

WITNESSETH:

WHEREAS, for the purpose of mutual understanding and in order that a
harmonious relationship may exist between the Board and the Association, to the
end that continuous and efficient services will be rendered to and by both parties,
for the benefit of both;

NOW, THEREFORE, it is agreed as follows:

ARTICLE I
RECOGNITION

A. UNIT

The Board hereby recognized the Association as the majority representative for collective negotiation concerning grievances and terms and conditions of employment for all contracted clerical employees employed by the Board (or to be employed by the Board, under contract or on leave).

B. DEFINITION OF EMPLOYEE

Unless otherwise indicated, the term "employee" when used herein-after in this agreement, shall refer to all contracted employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

LEGAL REFERENCE

A. If any provision of this agreement is held to be contrary to law, then such provision and application shall not be deemed valid and subsisting, except to the extent permitted by law. All other provisions contained herein shall continue in full force and effect.

B. Personnel employed by the Board will render services and conduct themselves in accordance with personnel policies adopted or as modified by the Board, now or in the future, provided such policies are not contrary to law or in violation of this agreement.

C. The Board and the Association agree to enter into collective negotiations over a Successor Agreement in good faith effort of both parties to reach agreement on matters concerning the terms and conditions of employment as well as salary for clerical personnel. The Board and the Association have agreed to

commence negotiations on or about October 15 in the last year of the contract.

D. At the request of the Association, the Board agrees to discuss with same any change in district practice which may affect the Association or its individual members.

ARTICLE III

COMPENSATION

Subject to the recommendation of the Superintendent of Schools or the Board Secretary and approval by the Board, the individual contract of each clerical employee employed by the Board during the 1981-1982 and 1982-1983 school years shall provide for compensation in accordance with appropriate salary schedule, attached as Schedule A, and the salary guide, attached as Schedule B. In the event of a discrepancy between Schedules A and B, Schedule A shall prevail.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITION:

1. A "grievance" is a claim by a contracted clerical employee or groups of contracted clerical employees based upon the interpretation, application or violation of this Agreement, policies or administrative decisions and practices affecting a contracted clerical employee or a group of contracted clerical employees.

2. The following matter shall not be the basis of a grievance:

A complaint by any probationary or non-tenure contracted clerical employee which arises from the decision not to reemploy the said contracted clerical employee.

B. PURPOSE:

The primary purpose of the procedure hereby set forth is to secure, at the lowest level possible, equitable solutions to the problems of the parties. Except as is necessary for the purpose of implementing this procedure, both parties

agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of such procedure. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

C. The procedure for the processing of grievances shall be as follows:

1. Level 1: An aggrieved person(s) shall institute a grievance under the provisions hereof within 15 calendar days of the occurrence complained of, or within 15 calendar days after the aggrieved person(s) would reasonably be expected to know of its occurrence. Failure to so act within the aforesaid 15 day period shall be deemed to constitute an abandonment of the grievance and no further proceedings hereunder shall be permitted. The aggrieved person(s) filing a grievance hereunder shall first discuss the grievance orally with the aggrieved person(s)' immediate administrative supervisor (department head, supervisor, principal, etc.) to attempt to resolve the matter at that level.
2. Level 2: If the grievance remains unresolved, the aggrieved person(s) shall within 5 days following the informal conference submit the grievance to the aggrieved person(s)' immediate supervisor in writing which shall specify:
 - a. The nature of the grievance and the remedy requested;
 - b. The results of the previous discussion;
 - c. The basis of the dissatisfaction with the determination.The aggrieved person(s)' immediate supervisor shall within 5 calendar days submit a written decision on the grievance which shall be transmitted to the aggrieved person.
3. Level 3: if the grievance remains unresolved, the aggrieved person(s) shall no later than 5 calendar days after receipt of the immediate supervisor's written decision, appeal said decision to the Superintendent. The appeal must be in writing and include copies of all supporting documents which shall include a copy of the grievance and decision made at a prior level. The aggrieved person(s) shall at the time of the filing of the appeal also furnish the immediate supervisor with a copy of any additional document(s) deemed relevant to the grievance. The Superintendent shall attempt to resolve the grievance as expeditiously as possible and shall have authority to conduct such hearings (in such a manner as he deems necessary) to resolve the grievance. In any event, the Superintendent shall within 10 calendar days after receipt of the written grievance (unless a different period is mutually agreed upon) advise the aggrieved person(s) in writing of his determination to the immediate supervisor of the aggrieved person(s) who acted on the grievance below.

4. Level 4: If the grievance remains unresolved, the aggrieved person(s) shall state in writing no later than 5 calendar days after receipt of the Superintendent's decision, the grounds for the grievance to the Board in the same manner and in the same procedure as applicable was made to the Superintendent. The Board shall request and hold a hearing concerning the grievance and shall render a written determination of the grievance no later than 20 calendar days following receipt of the grievance.
5. Level 5: If the grievance remains unresolved the aggrieved person(s) shall have the right to binding arbitration of the grievance provided that such request for binding arbitration shall be made known to the Board, through the Board Secretary, no later than 10 calendar days following the determination of the grievance to the Board. Failure to demand arbitration within the aforesaid time period shall constitute a bar to arbitration unless the aggrieved person(s) and the Board shall mutually agree upon a different time period within which to assert the request.

D. The following procedure shall be used to secure the services of an arbitrator:

1. Either party may request the American Arbitration Association (AAA) to submit a roster of persons qualified to function as an arbitrator in the dispute.
 2. The procedure for arbitration shall be in accordance with the rules promulgated by the AAA and the parties agree to comply with the aforesaid rules.
 3. Each party shall bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which shall be shared equally. All other expenses and costs incurred shall be borne by the party incurring same.
- E. All time listed stated herein shall be deemed mandatory as a condition for compliance with the requirements of this Article and may be shortened or lengthened only upon the mutual written consent of the parties hereto.

ARTICLE V

EMPLOYEES RIGHTS AND PRIVILEGES

Whenever any employee is required to appear before any administrator or supervisor, Board of Education committee member, representative or agent thereof concerning a disciplinary action, he shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting

or Interview. Any suspension of a contracted clerical employee pending charges shall be without pay. Upon an employee being cleared of charges, reimbursement of wages from the date of suspension to the date of the clearing of the charges shall be made.

ARTICLE VI

HOLIDAYS

A. Twelve (12) month full time employees on regular contract basis, exclusive of those on a school related contract shall receive 11 paid holidays plus, subject to the employee's selection, either:

1. The afternoon-eves of Christmas and New Year's, or
2. The day before Christmas, or
3. The day before New Year's Day.

B. Twelve (12) month full time employees employed on a school related contract basis shall receive 11 paid holidays as follows:

New Year's Day - Washington's Birthday - Good Friday -
Memorial Day - 4th of July - Labor Day - Columbus Day -
Veterans' Day - Thanksgiving Day and the Friday after -
Christmas Day.

C. Ten (10) month employees on a regular contract basis shall receive 10 paid holidays as follows:

New Year's Day - Washington's Birthday - Good Friday -
Memorial Day - Labor Day - Columbus Day - Veterans' Day -
Thanksgiving Day and the Friday after - Christmas Day.

D. If Columbus Day, Veterans' Day, or Washington's Birthday fall on a weekend or other non-work day, employees shall be entitled to a compensatory day. This day shall be granted before the end of the school year and shall be approved

by the employee's immediate administrator.

ARTICLE VII

VACATIONS

A. Any twelve (12) month employee hired before October 15th in their first year and employed through June 30th of the second year is considered an employee with two years continuous service.

B. Twelve (12) month full time employees shall be entitled to vacation according to the following provisions:

1. If an employee leaves before the first year of employment has been completed, s/he will receive a pro-rated vacation which will be based on .416 days per month of active employment.
2. Employees who have been continuously employed for less than one full year as of June 30th shall be entitled to .416 days per month of continuous employment (not to exceed 5 days vacation in a full contract year.)
3. Employees who are employed before October 15th in their first year and have in their second year worked a full year through June 30th shall be entitled to two weeks vacation.
4. Employees who are employed after October 15th in their first year and have in their second year worked a full year through June 30th shall be entitled to .416 days per month of continuous employment (not to exceed 5 days vacation in a full contract year.)
5. Employees who have been employed for two full years of continuous service shall be entitled to two weeks vacation.

6. Employees who have been employed for six full years of continuous service shall be entitled to three weeks vacation.
7. Employees who have employed for fourteen full years of continuous services shall be entitled to four weeks vacation per year.

ARTICLE VIII

STAFF LEAVE

A. All contracted clerical employees shall be entitled to five (5) personal days per year with pay.

1. Two (2) of these personal days shall be with reasons stated and be submitted for approval by the Superintendent of Schools at least 48 hours prior to days requested.
2. Three (3) of the above personal days will be granted with notification given prior to the start of the school day. No statement of reasons will be required for these days.

B. All contracted clerical employees shall be entitled to ten (10) sick leave days each contracted year.

C. Upon retirement, unused sick leave days shall be compensated at the rate of \$10 per day. Eligibility for this payment shall be contingent upon eligibility under the NJ State Retirement System.

D. Contracted clerical employees shall also be entitled to take a total of four (4) leave days in circumstances where there is a death of a member of the contracted clerical employee's "immediate family", which shall be defined as including spouse, child, parent, brother or sister, mother-in-law and father-in-law. The Superintendent shall have the discretion to grant a reasonable extension of such leave for death in the employee's "immediate family" in the event a request for such extension made, and the Superintendent determines that such request is reasonable.

E. Leaves for professional days shall be granted with pay if approved by the Superintendent of Schools.

F. The leave granted above shall constitute the total leave allowed to contracted clerical employees for which compensation shall be paid by the Board.

ARTICLE IX

DAILY WORK HOURS

A. All full time employees shall work seven (7) hours per day. Not included in the seven (7) hour work day is a thirty (30) minute uninterrupted lunch period.

B. Contracted half time employees shall be entitled to all benefits as stipulated in this agreement.

C. Any employee who works more than thirty-five (35) hours a week, shall be paid time and one half for each hour worked beyond said thirty-five (35) hours per week.

ARTICLE X

INSURANCE

A. The Board shall continue to provide hospitalization insurance for contracted clerical employees employed by it with coverage substantially similar to that provided by Blue Cross - Blue Shield Family Plan, Rider J. The Board reserves the right to select, substitute or modify the insurance company or companies which provide coverage provided herein.

B. The Board agrees to maintain during the term of this contract the level of medical benefits which existed during the 1976-1977 school year. It is also understood and agreed between the parties that specific insurance benefits may vary in specific cases.

ARTICLE XI
TUITION REIMBURSEMENT

The Board agrees to pay tuition costs for courses taken relevant to employee's position. Each employee would be entitled to a maximum of \$90 within each of year of this contract. Said courses will be submitted to the Superintendent for approval before reimbursement.

ARTICLE XII
CONVENTION REIMBURSEMENT

The Board agrees that each clerical employee attending the NJEA Convention shall be compensated for expenses incurred up to a maximum of \$50.00, subject to the approval of the Superintendent.

ARTICLE XIII
FULLY BARGAINED PROVISIONS

This agreement represents and incorporates the complete and final understanding and settlement of the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

SIGNED AND SEALED the date aforementioned by the respective officers of the Board and the Association.

BOARD OF EDUCATION OF MONTVILLE TOWNSHIP

ATTEST:

Edith Guermans
BOARD SECRETARY

Charles O'Brien
PRESIDENT

MONTVILLE TOWNSHIP EDUCATIONAL SECRETARIES
ASSOCIATION

ATTEST:

Frances Kunkel
SECRETARY

Patricia Henare
PRESIDENT

1981-1982 - 1982-1983 MTESA ROSTER

<u>POSITION</u>	<u>INCUMBENT</u>	<u>1980-81 SALARY</u>	<u>1981-82 SALARY</u>	<u>1982-83 SALARY</u>
Board Secretary's Sec.	D. Ruehle	\$13,470	\$14,790	\$16,402
Bookkeeper	J. Tronio	\$13,380	\$14,691	\$16,292
Payroll Clerk	M. Marsh	\$13,013	\$14,288	\$15,845
Acct. Payable Clerk	A. Burke	\$12,743	\$13,992	\$15,517
Asst. Financial Clerk	G. Fidler	\$10,585	\$11,622	\$12,889
* Secretary/Board Office	To Be Appointed			
H.S. Prin. Secretary	P. Gennari	\$11,038	\$12,120	\$13,441
H.S. V. Prin. Secretary	R. Bettio	\$10,725	\$11,776	\$13,060
H.S. Secretary	C. Zisa	\$ 8,503	\$ 9,336	\$10,354
H.S. Switchboard/Attend.	H. Hutchison	\$ 8,997	\$ 9,879	\$10,956
Central - Secretary	J. Carlson	\$10,096	\$11,085	\$12,293
Central - Attend./½ time	N. Hogan	\$ 4,378	\$ 4,805	\$ 5,329
CH - Secretary	J. Dean	\$11,351	\$12,463	\$13,821
Wm. Mason - Secretary	T. Stadeli	\$10,725	\$11,776	\$13,060
Hilldale - Secretary	R. Kohler	\$10,725	\$11,776	\$13,060
Valley View - Secretary	A. Kocher	\$11,038	\$12,120	\$13,441
Woodmont - Secretary	J. Pressimone	\$11,351	\$12,463	\$13,821
Spec. Serv. Secretary	G. Cosentino	\$11,580	\$12,715	\$14,101
Guidance Secretary	F. Armstrong	\$11,351	\$12,463	\$13,821
Comm. Ed. Secretary	H. Malian	\$11,004	\$12,082	\$13,399
		<hr/>	<hr/>	<hr/>
		\$206,053	\$226,242	\$250,902
**Hilldale - Secretary	B. Glouse	-	\$ 10,465	\$ 11,606

*Salary for this position must be added on to total figure.
Figures are for 18 ½ positions.

**Salary is not part of the total figure.

MONTVILLE TOWNSHIP EDUCATIONAL SECRETARIES ASSOCIATION

SALARY GUIDES

1981-1982 / 1982-1983Sec. to Board Secretary

	<u>1981-82</u>	<u>1982-83</u>
Step 1 -	\$11,776	\$13,059
2 -	\$12,930	\$14,339
3 -	\$13,240	\$14,683
4 -	\$13,550	\$15,027
5 -	\$13,860	\$15,371
6 -	\$14,170	\$15,715
7 -	\$14,480	\$16,058
8 -	\$14,790	\$16,402

Bookkeeper

	<u>1981-82</u>	<u>1982-83</u>
Step 1 -	\$11,120	\$12,332
2 -	\$12,210	\$13,540
3 -	\$12,520	\$13,885
4 -	\$12,831	\$14,230
5 -	\$13,141	\$14,573
6 -	\$13,451	\$14,917
7 -	\$13,761	\$15,261
8 -	\$14,071	\$15,605
9 -	\$14,381	\$15,949
10 -	\$14,691	\$16,292

Acct. Payable Clerk

	<u>1981-82</u>	<u>1982-83</u>
Step 1 -	\$10,484	\$11,627
2 -	\$11,512	\$12,801
3 -	\$11,822	\$13,111
4 -	\$12,132	\$13,454
5 -	\$12,442	\$13,798
6 -	\$12,752	\$14,142
7 -	\$13,062	\$14,486
8 -	\$13,372	\$14,830
9 -	\$13,682	\$15,173
10 -	\$13,992	\$15,517

Payroll Clerk

	<u>1981-82</u>	<u>1982-83</u>
Step 1 -	\$10,754	\$11,926
2 -	\$11,808	\$13,095
3 -	\$12,118	\$13,439
4 -	\$12,428	\$13,783
5 -	\$12,738	\$14,126
6 -	\$13,048	\$14,470
7 -	\$13,358	\$14,814
8 -	\$13,668	\$15,158
9 -	\$13,978	\$15,502
10 -	\$14,288	\$15,845

Comm. Education Secretary

	<u>1981-82</u>	<u>1982-83</u>
Step 1 -	\$10,157	\$11,264
2 -	\$11,152	\$12,368
3 -	\$11,462	\$12,711
4 -	\$11,772	\$13,055
5 -	\$12,082	\$13,399
6 -	\$12,392	\$13,743
7 -	\$12,702	\$14,087

Secretary in Board Office

	<u>1981-82</u>	<u>1982-83</u>
Step 1 -	\$ 9,913	\$10,994
2 -	\$10,884	\$12,070
3 -	\$11,194	\$12,414
4 -	\$11,504	\$12,758
5 -	\$11,814	\$13,102
6 -	\$12,124	\$13,446
7 -	\$12,434	\$13,789

MONTVILLE TOWNSHIP EDUCATIONAL SECRETARIES ASSOCIATION

SALARY GUIDES

1981-1982 / 1982-1983

<u>Spec. Services Secretary</u>		<u>Assistant Financial Clerk</u>			
	<u>1981-82</u>	<u>1982-83</u>	<u>1981-82</u>		
Step 1 -	\$ 9,886	\$10,964	Step 1 -	\$ 9,454	\$10,484
2 -	\$10,855	\$12,038	2 -	\$10,380	\$11,511
3 -	\$11,165	\$12,382	3 -	\$10,690	\$11,855
4 -	\$11,475	\$12,726	4 -	\$11,000	\$12,199
5 -	\$11,785	\$13,070	5 -	\$11,310	\$12,543
6 -	\$12,095	\$13,413	6 -	\$11,622	\$12,889
7 -	\$12,405	\$13,757	7 -	\$11,930	\$13,230
8 -	\$12,715	\$14,101			

<u>Sec. to Prin./V. Prin./Guidance</u>		<u>Attendance & High School Sec.</u>			
	<u>1981-82</u>	<u>1982-83</u>	<u>1981-82</u>		
Step 1 -	\$ 8,966	\$ 9,943	Step 1 -	\$ 7,768	\$ 8,615
2 -	\$ 9,845	\$10,918	2 -	\$ 8,529	\$ 9,459
3 -	\$10,155	\$11,262	3 -	\$ 8,799	\$ 9,758
4 -	\$10,465	\$11,606	4 -	\$ 9,069	\$10,057
5 -	\$10,775	\$11,949	5 -	\$ 9,336	\$10,354
6 -	\$11,085	\$12,293	6 -	\$ 9,609	\$10,656
7 -	\$11,776	\$13,060	7 -	\$ 9,879	\$10,956
8 -	\$12,120	\$13,441			
9 -	\$12,463	\$13,821			

Attendance - 1/2 Time

	<u>1981-82</u>	<u>1982-83</u>
Step 1 -	\$3,883	\$4,306
2 -	\$4,264	\$4,729
3 -	\$4,400	\$4,880
4 -	\$4,535	\$5,029
5 -	\$4,670	\$5,179
6 -	\$4,805	\$5,329
7 -	\$4,940	\$5,478

LONGEVITY

\$150 - after 15 years in Montville Township School System
\$325 - after 20 years in Montville Township School System
\$500 - After 25 years in Montville Township School System

Employees to advance one step in 1981-82 and to remain on that same step in 1982-83.
This shall not affect service time or any other length of service benefit.